

Read 27 Jan. 1755

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Enacted 28 Geo. II. Private Acts, c. 25.



*An ACT for Dividing and Inclosing several open Fields and Pastures, or Commons, in the Township of Slingsby, in the County of York.*



**WHEREAS**, by Articles of Agreement indented, bearing Date the Twenty eighth Day of *November*, One thousand seven hundred and fifty four, and made or mentioned to be made between the Right Honourable *Henry*, Earl of *Carlisle*, Lord of the Manor of *Slingsby*, in the County of *York*, and Owner of several Messuages, Cottages, Frontsteads, Lands and Tenements in the Township of *Slingsby* aforesaid, and also undoubted Patron of the Rectory or Parish Church of *Slingsby* aforesaid of the first Part, *James Garden*, Clerk, Rector of the Parish Church of *Slingsby* aforesaid, (to which Rectory all manner of Tythes, Oblations, Obventions, and Offerings, arising and renewing within the said Township, do belong) and Owner as Rector aforesaid of the Parsonage House, and the Scite of a Messuage, and several Lands and Tenements in the said Township, of the second Part; and the several other Persons, whose Names and Seals are thereunto subscribed and set, being Owners and Proprietors of divers Messuages, Cottages or Frontsteads, Lands and Tenements in *Slingsby* aforesaid, of the third Part; after reciting that there were, within the Township of *Slingsby* aforesaid, three large open common Fields, one of which was called *Harrowbalk-field*, another called *Gallowhill-field*, and

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Part of the other called *Pott-field*, other Part thereof called *Mellgates*, and the Residue thereof called the *Wandles*; and that there was also in the said Township a Common, called by the Name of *Slingsby Moor*, and a Piece of commonable Ground, called by the Name of *Greendyke Lane*; and that the said Parties thereto were Owners and Proprietors of all the said common Fields, and had, for Time immemorial, usually had and enjoyed a Right of Common in the said Moor and Lane for their Cattle Levant and Couchant upon their said Messuages, Cottages and Frontsteads, with the Appurtenances exclusive of all others: And reciting, that the said *James Garden*, in Right of his said Church, was seized of, or intitled to all Manner of Tythes, Oblations, Obventions and Offerings whatsoever, arising and renewing within the said Township of *Slingsby*; and also to a Messuage in *Slingsby* aforesaid called the Parsonage House, and to the Scite of a Messuage thereto adjoining, with the Right of Common thereto belonging, and also to eight Oxgangs of Glebe Lands in the said Fields: And also reciting, that several of the Lands of the said Proprietors and Land-Owners lay intermixed and dispersed in small Parcels over the said Fields: And few of them are commodiously situated, with respect to the said Proprietors, and so long as the said Common lay open and uninclosed, the same were not capable of Improvement: And that therefore the said Parties to the said Articles, for the better improving their said several Estates and Interests in the said Fields and Commons, had mutually agreed, amongst themselves, to divide and inclose the same as therein after was mentioned; and that the said *James Garden* had come to an Agreement with the rest of the Parties to the said Articles, Owners and Proprietors as aforesaid, to accept of a Composition, to be paid in Money, for and in Lieu and full Satisfaction and Discharge of the Tythes of Corn, Grain, Hay, Potatoes, and all Sorts of Seed arising out of the said Fields and Commons, so intended to be divided and inclosed, which should be due and payable after the Twenty ninth Day of *September*, One thousand seven hundred and fifty five: Therefore for fixing and settling of the said Rent or Composition in Lieu of the said Tythes, the said Parties to the said Articles did nominate and appoint *Samuel Milbourn*, of *Kirkby Grindalyth* in the County of *York*, Gentleman, *William Richardson*, of *Great Ayton* in the said County, Tanner, and *John Conyers*, of *New Malton* in the said County, Gentleman, or the Survivors or Survivor of them, Commissioners to order and appoint unto the said *James Garden*, and his Successors, Rectors of *Slingsby* aforesaid, such a yearly Rent or Composition in Lieu of the said Tythes, as to them the said Commissioners, or the Survivors or Survivor of them shall seem reasonable, so as the said Commissioners should make their Award in Writing, touching the Premises, on or before the Twenty fifth Day of *March*, One thousand seven hundred and fifty six; and it was thereby agreed, that in Satisfaction of the said Tythes, there should be paid unto the said *James Garden*, and his Successors, Rectors of *Slingsby* aforesaid, such yearly Rent,





Rent, Composition or Sum, as by the said Commissioners should be directed and appointed as aforesaid, and that for raising the same, all the Lands and Premises, so to be divided and inclosed as aforesaid (except the said eight Oxgangs of Glebe Lands, or such other Lands, as upon the said intended Inclosure and Division should be allotted to the said *James Garden*, and his Successors, Rectors of *Slingby* aforesaid) should stand charged and chargeable in such Proportions, as the said Commissioners should direct and appoint; but that the Glebe Lands, or Lands to be set forth in Lieu thereof, or of the said common Rights, or any Part thereof, were not to be charged or chargeable with such yearly Rent, or any Part thereof; and that the said Earl, and all the several Freeholders, Owners, and Persons interested aforementioned within the said Township, should, at his and their Costs and Charges, by good and sufficient Conveyances in the Law, secure and confirm unto the said *James Garden*, and his said Successors for the Time being, out of his and their respective Allotments of the Land so intended to be inclosed as aforesaid, his, her, and their Composition-part, or Share of such annual Rent, as should be directed and appointed by the said Commissioners as aforesaid, in Lieu and Satisfaction of the said Tythes, as the said Commissioners should award and direct, and that such annual Rents or Compositions so to be awarded, should, from and after the Twenty ninth Day of *September*, One thousand seven hundred and fifty five, be issuing out of the Lands or Tenements so agreed to be charged therewith, and be paid to the said *James Garden*, and his Successors for the Time being, Rectors of *Slingby* aforesaid, at the Feasts of the Annunciation of the Blessed Virgin *Mary*, and Saint *Michael* the Archangel, in every Year by equal Portions, the first Payment thereof to be made at *Lady-day*, One thousand seven hundred and fifty six, with Power of Distress in case of Non-payment of the said Rent or Compositions, in such Manner as is therein mentioned; and it was thereby also agreed, That if any Tenants within the said Township, should go off their Farms at *Lady-day*, or *May-day*, One thousand seven hundred and fifty six, and should have a Summer Crop following them, then the respective Landlord of such off-going Tenant or Tenants, should take Tythes in kind of such Crop or Crops, or his or their Tenant or Tenants, by reason no Distress could be made on them for that half Year's Tythe Rent, unless such Tenant or Tenants should otherwise agree for such his Tythes, with his or their Landlord or Landlords; and the said *James Garden*, for himself and (as far as he lawfully could) for his Successors for the Time being, Rectors of *Slingby* aforesaid, did covenant, that he and his said Successors would accept of such annual Rents or Sums, as the said Commissioners should, by their Award, direct and appoint to be paid as aforesaid; and that in Consideration of such annual Composition-Rents, all the Lands, Grounds and Premises beforementioned to be divided and inclosed as aforesaid, should for ever be discharged from  
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the Payment of the Tythes of Corn, Grain, Hay, Potatoes and all sorts of Seeds arising or to arise in or out of the same; and the said Parties to the said Articles did thereby nominate and appoint the said *Samuel Milbourn, William Richardson, and John Conyers*, to be their Commissioners, with full Power and Authority to divide, allot, set forth and assign, by Metes and Bounds, unto each of the said Freeholders and Owners, their and each and every of their respective Shares and Proportions of the said Fields and Commons, in Lieu of and Satisfaction for what they then held and enjoyed, and of their respective common Rights therein; and also to ascertain and direct what Sum of Money each particular Person should pay annually, in respect to his Allotment to the said *James Garden* and his Successors, towards making up such annual Composition-Rent as aforesaid; and also to set out Ways and Water-courses, in such Manner as is therein mentioned; and to do every other Matter and Thing necessary for the perfecting and compleating the said Division and Inclosure, so as the said Commissioners made their Award in Writing, under their Hands and Seals, on or before the Twenty fifth Day of *March*, One thousand seven hundred and fifty six; and it was by the said Articles mutually agreed between the said Parties, that an Act of Parliament, Decree in Chancery, or some other legal Method as Counsel should advise, for the perfecting and establishing the said intended Division and Inclosure, and the Agreement therein contained concerning the same, in such Manner, and subject to such Regulations and Directions as are therein mentioned, stipulated and agreed upon, and as in and by this Act are provided, established, directed and appointed, as in and by the said recited Articles, Relation being thereunto had, may more fully appear: But although such Inclosure, Division and Allotment, so agreed upon by the said Articles, would be a manifest Advantage to the several Persons interested in the Premises, and tend to the Improvement of their respective Estates and Properties in the said Township of *Slingsby*; yet the same cannot be rendered effectual to answer the Intention of the Parties, without the Aid and Authority of an Act of Parliament;

*May it therefore please Your MAJESTY;*

That it may be Enacted; And be it Enacted, by the KING's most Excellent MAJESTY, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That all those the said three open common Fields, called *Harrow Balkfield, Gallow Hillfield, Pottfield, Mellgates*, and the *Wandles*; and also the said Common, called *Slingsby Moor*, and the said Piece of commonable Ground called *Greendyke Lane*, lying and being respectively within the Township of *Slingsby* aforesaid, shall be divided, set out, and allotted by the said *Samuel Milbourn, William Richardson, and John Conyers*,



*Conyers*, the Commissioners nominated, appointed, and agreed upon, in and by the said Articles, and their Successors, in Manner, and with, under, and subject to the Rules, Orders, Provisions, and Directions, in and by the said Articles agreed upon, and in and by this Act ordered, directed, appointed, established, and prescribed: And for that Purpose it is hereby further Enacted, That a true and distinct Survey and Admeasurement shall on or before the Twenty ninth Day of *September*, One thousand seven hundred and fifty five, be made by the said Commissioners, or such other Person or Persons as they, or their Successors, shall for that Purpose nominate and appoint of the said open Common Fields and Common so agreed and intended to be inclosed as aforesaid, and that within one Year after the said Survey and Admeasurement shall be made, all the said common Fields and Common shall, by the said Commissioners, or their Successors, be set out, ascertained, divided, assigned, and allotted unto and amongst the Lord of the Manor of *Slingby*, the Rector of the said Parish Church, and the other Freeholders and Owners of Lands and Grounds lying within the said Manor and Township respectively, in such Quantities, Shares and Proportions, as by the said Commissioners, or their Successors, shall be adjudged and determined to be a full Recompence, Satisfaction, and Equivalent for their several and respective Lands, Grounds, common Right and Interest in the said Common and common Fields, so agreed and intended to be inclosed as aforesaid.

And it is hereby further enacted, That the said Commissioners, and their Successors, shall order, direct, ascertain and appoint unto the said *James Garden*, and his Successors, Rectors of *Slingby* aforesaid, such yearly Rent, or annual Sum of lawful Money of *Great Britain*, free from all Deductions, for Taxes or other Cause, Matter or Thing whatsoever, as the said Commissioners, or their Successors, shall adjudge and determine, to be a full Equivalent, Satisfaction and Compensation for the Tythes of Corn, Grain, Hay, Potatoes, and all Sorts of Seeds arising, growing, and renewing within the said common Fields and common Grounds, so agreed and intended to be inclosed as aforesaid.

And it is hereby further Enacted, That such annual Rent, or yearly Sum, so to be directed, ascertained, and appointed unto and for the said *James Garden*, and his Successors, in Lieu of and Compensation for the said Tythes as aforesaid, shall after the said Division and Allotments shall be made, and such Instrument or Award signed and sealed, as is herein after mentioned, be vested in the said *James Garden*, and his Successors, Rectors of the said Parish Church of *Slingby* aforesaid for ever free from all Deductions as aforesaid, and shall be issuing out of, and charged upon all the Lands and Grounds, so agreed and intended to be inclosed as aforesaid (other than and except the Land and Ground to be allotted to and for the said Rector, and his Successors, as aforesaid) and to be paid and contributed by the Owners



and Proprietors of the said Lands and Grounds (except as aforesaid) for the Time being for ever, in such yearly Sums, Shares, and Proportions, in Respect of, and with Regard to the Quantity and Quality of the Lands and Grounds to be assigned and allotted to them respectively, upon the said intended Inclosure and Division, as the said Commissioners, or their Successors, shall think just and reasonable, and shall order, direct, and appoint the said yearly Sums, Shares, and Proportions, so to be contributed towards making up, and constituting the said gross yearly Sum or annual Rent so to be by them ascertained, directed, and appointed as aforesaid, to be paid at or in the Parsonage-House of *Slingsby* aforesaid, on the Feasts of the Annunciation of the Blessed Virgin *Mary* and *St. Michael* the Archangel, by equal Portions, the first Payment thereof to begin and be made on such of the said Feasts or Days as shall first happen after the Execution of such Instrument or Award as aforesaid; and that if any of the said yearly Rents or Sums, so to be paid and contributed towards making up, or constituting the said gross Rent or yearly Sum, so to be ascertained, directed and appointed as aforesaid, or any Part thereof respectively, shall be behind and unpaid for fourteen Days next after any of the Feasts so mentioned or appointed for Payment thereof; then and in such Case, from time to time, as often as it shall so happen, it shall and may be lawful to and for the said *James Garden*, and his Successors, Rectors of the Parish Church of *Slingsby* aforesaid, into and upon the Premises charged with the yearly Rent or Sum so behind and unpaid respectively, to enter and distrain, and to take, carry away, or otherwise legally dispose of the Distress and Distresses so taken, and also to take and receive the Rents, Issues and Profits of the same Premises to his and their own Use and Benefit, until thereby or therewith respectively, or otherwise, all Arrears of the said yearly Sums respectively, due at the Time of such Entry and Distress, and which during such Possession shall grow due, and all Costs, Charges and Expences attending such Entry, Distress and Perception of Rents, and all Losses and Damages to be sustained by the said Rector, and his Successors respectively, by reason of the Nonpayment of the said yearly Sums respectively, shall be fully satisfied and paid.

**Provided always, and be it further enacted** by the Authority aforesaid, that in Case any Tenant or Tenants, within the said Manor or Parish of *Slingsby*, shall go off his, her, or their Farm or Farms, in the said Manor or Parish at *Lady-day* or *May-day*, One thousand seven hundred and fifty six, and shall, according to the Custom of the Country or Place, have or be entitled to a Summer Crop following him, her, or them; then, and in such Case, as no Distress can be made on such off-going Tenant or Tenants for the Tythe-Rent to be due at *Michaelmas* following, by reason the Crop will be reaped and carried off before such Time, the respective Landlord or Landlords of such Tenant or Tenants shall take Tythe in Kind of such Crop or Crops (unless  
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such Tenant or Tenants shall otherwise agree for such his Tythes with his, her, or their Landlord or Landlords) and such Landlord or Landlords shall pay that half year Tythe-Rent for the Ground on which such Crop or Crops shall grow.

And it is hereby further Enacted, That within six Weeks after the said Division and Allotments shall be made of the Common and Fields, so intended to be inclosed as aforesaid, the said Commissioners, or their Successors, shall form and draw up an Award or Instrument in writing, which shall express, denote and contain the Quantity and Contents, in Statute Measure, of the several common Fields and Common, so proposed and intended to be inclosed as aforesaid, and the Quantity and Contents of each and every Parcel thereof, assigned and allotted to the respective Parties upon the said Partition and Division, in Pursuance of this present Act, and a Description of the Situation, Buttals and Boundaries of the same Parcels and Allotments respectively, and Orders and Directions for fencing the same, and for laying out and making proper Roads, Ways, Passages and Watercourses in, over and through the same Premises, and also shall express and ascertain the several yearly Sums, to be paid and contributed by the respective Parties towards making up and constituting the said yearly Rent or annual Sum, so to be vested in the said Rector of *Slingby*, and his Successors, and shall also contain such other Orders, Regulations and Determinations, as shall be proper and necessary to be inserted therein, according to the Tenor and true Meaning of the said Articles, and this present Act; and that the said Instrument shall be fairly engrossed and written upon Parchment, and sealed and delivered by the said Commissioners, or their Successors, and shall be inrolled in the public Office at *North Allerton* for registering Deeds, Conveyances and Wills, effecting Lands in the North Riding of the County of *York*, to the End Recourse may be had to the same by the Persons interested in the said Inclosure; and that a true Copy thereof shall, from time to time, be admitted and allowed in all Courts whatsoever, as legal Evidence of the same.

And it is hereby further Enacted and Declared, That the said annual Rent or yearly Sum, so to be ascertained and appointed for, and vested in him the said Rector of *Slingby*, and his Successors as aforesaid, shall be in Lieu, Satisfaction, and Compensation for all Tythes of Corn, Grain, Hay, Potatoes, and all sorts of Seeds arising, growing, or renewing within the common Fields and common Grounds, so agreed and appointed to be divided and inclosed as aforesaid, and that immediately after the said Division and Allotments of the said common Fields and common Grounds shall be made, and the said Award or Instrument shall be executed as aforesaid, all Tythes of Corn, Grain, Hay, Potatoes, and all sorts of Seeds arising and renewing within the said common Fields and common Grounds, so agreed and appointed to



be inclosed as aforesaid, belonging to, or to be claimed by the said Rector and his Successors, shall cease, determine, and be extinguished.

**Provided always,** That nothing in this Act contained shall prejudice, defeat, or impeach the Right, Title, or Interest, of the said Rector, or his Successors, to any Mortuaries, Easter-Offerings, or Surplice Fees, or Duties arising within the said Parish of *Slingby*.

**And it is hereby further enacted and declared,** That the several Lands and Grounds, so to be divided, assigned and allotted unto and for the said Lord of the Manor of *Slingby*, the said Rector, and his Successors, and other the Owners of Land within the said Manor and Parish of *Slingby*, in Pursuance of this Act, shall be a full Recompence, Satisfaction, and Equivalent for their several and respective Lands, Grounds, Common Right and Interest in the said Common and common Fields, so intended to be divided and inclosed as aforesaid, and that immediately after the said Division and Allotments shall be made, and such Award or Instrument signed and executed as aforesaid, all Right of Common belonging to, or claimed by all and every or any Freeholder or Freeholders, Owner or Owners of any Lands, Tenements or Hereditaments, in the Manor and Parish of *Slingby* aforesaid, shall cease and be extinguished.

**Provided also, and it is hereby further Enacted and Declared,** That nothing in this Act contained shall prejudice, lessen, or defeat the Right, Title, and Interest of the Lord or Lords of the Manor of *Slingby* for the Time being, of and to the Segniory and Royalties incident and belonging to the said Manor; but that the said *Henry Earl of Carlisle*, and all other Lord or Lords of the Manor for the Time being, shall and may, from Time to Time, and at all Times, for ever hold and enjoy all Rents, Services, Courts, Perquisites and Profits of Courts, Mines, Goods and Chattles of Felons, Fugitives, Felons de se, and Persons put in Exigent Deodands, Waifs, Estrays, Forfeitures, and all other Royalties and Segniories to the said Manor, or to the Lord or Lords thereof incident, appendant, belonging to or appertaining (other than and except such Common of Pasture, and other Common Right as can or may be claimed by, or belong to him or them respectively, as Lord or Lords of the same Manor, in and upon the Premises so intended to be inclosed as aforesaid) in as full, ample and beneficial Manner, to all Intents and Purposes, as they, or any of them, could or might have held and enjoyed the same before the passing this Act.

**Provided also,** That nothing in this Act contained shall extend, or be construed, deemed, or taken to revoke, make void, alter, or annul any Will, Settlement, or Lease, or to prejudice any Person having or claiming any Jointure or Dower, Portion, Debt, or Incumbrance, out of, upon, or affecting any of the Lands and Grounds, so intended to be divided and inclosed as aforesaid, or any Part thereof respectively, but that the several Lands and Grounds, so to be assigned and allotted  
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upon such Inclosure and Division, to the several Parties in Pursuance of the same Act, shall immediately after such Allotment be, remain and enure, and be held and enjoyed, and the several Persons, to whom the same shall be respectively allotted, shall from thenceforth stand, and be seized thereof, to such and the same Uses, and to and for such and the same Estates, and subject to such and the same Wills, Leases, Limitations, Remainders, Charges, Rents, Services and Incumbrances, as the several Lands, Grounds and Tenements, in Respect whereof such Allotments shall by Virtue of this Act be so made and assigned, should and would have been subject and liable to, charged with, or affected by, in Case the same had remained uninclosed, or this Act had not been made.

**And it is hereby further Enacted,** That if any one or more of the Commissioners herein before named or to be elected in Manner herein aftermentioned, shall happen to die before the said Award or Instrument shall be made and executed, it shall and may be lawful to and for the surviving Commissioners, or Commissioner, from time to time, within one Month after the Death of every Commissioner so dying, by Writing under their Hands and Seals, or his Hand and Seal, to appoint another Commissioner or Commissioners, not interested in the said intended Inclosure, in the Room and Stead of him and them so dying; and that every such Commissioner or Commissioners, so to be elected, shall have the like Power and Authority, as the Commissioner or Commissioners, in whose Place or Places he or they shall succeed, was or were invested with.

**And it is hereby further Enacted and Declared,** That the Costs and Charges incident to and attending the obtaining this present Act, and of the surveying, dividing and allotting the Lands and Grounds, so intended to be inclosed as aforesaid, and the preparing and inrolling the said Award or Instrument, and all the Charges and Expences of the Commissioners, and other necessary Expences in, about and concerning the Premises, shall be borne and defrayed by the several Persons to whom the said common Fields and Common so to be inclosed, shall be respectively allotted, to be settled, adjusted and ascertained by the said Commissioners, and their Successors, in Proportion to the Value or Quantity of the Lands and Grounds, so to be assigned and allotted to the said Parties respectively, as to the said Commissioners, and their Successors, shall seem meet and expedient.

**And it is hereby further enacted,** That if any Person or Persons shall refuse or neglect to pay his, her or their Share or Shares, Proportion or Proportions, of the Costs and Charges to be settled and ascertained by the said Commissioners as aforesaid, for the Space of one Month after such Time as the said Commissioners, or their Successors, shall limit, direct or appoint for Payment thereof, then and in such Case the said Commissioners, and their Successors, shall or may, by Warrant or Warrants under their Hands and Seals, cause the same to be levied by



Distress or Distresses, and Sale or Sales of the Goods and Chattles of the Person or Persons so neglecting or refusing as aforesaid, rendring the Overplus (if any after the Charges or Expences attending such Distress shall be deducted) to the Person or Persons on whom such Distress or Distresses shall be respectively made, or otherwise, it shall and may be lawful to and for the said Commissioners, and their Successors, to enter into and upon the Premises, so to be allotted to such Person so refusing or neglecting to pay as aforesaid, and take and receive the Rents, Issues and Profits thereof respectively, until thereby or therewith the Share or Shares, Proportion or Proportions of the said Costs and Charges, so to be directed, awarded and appointed by the said Commissioners, to be paid by such Person or Persons as aforesaid, and also all Costs, Charges and Expences, occasioned by, or attending such Entry upon, and Perception of the Rents and Profits of the same Premises, shall be fully paid and satisfied.

And it is hereby further enacted, That when the Lands and Grounds directed by this Act to be divided and inclosed as aforesaid, shall be ascertained and allotted by the said Commissioners, or their Successors, by such Instrument or Writing as aforementioned, the several Persons, to and for whom the said Lands and Grounds shall be allotted and set out respectively, shall, within Twelve Months after the Signing and Sealing of the said Instrument or Writing, and Notice given thereof in the Parish Church of *Slingby* aforesaid, at their own Expence respectively inclose, hedge, ditch and fence their several Lots, Shares and Proportions of the same, in such Manner as the said Commissioners, and their Successors, shall order, direct or appoint.

And it is hereby further enacted, That the said Commissioners shall and may, and they are hereby authorized and impowered to set out and appoint such publick and private Ways, Roads and Watercourses in, through, over, and upon the said Lands and Grounds, so appointed to be inclosed as aforesaid, as they in their Discretion shall think requisite and expedient, so as all publick Highways or Roads so to be set out, be of the Breadth of Forty Feet at least between and exclusive of the Ditches; and also to set forth and appoint all the Ditches, Fences, Drains, Bridges, Gates and Stiles to be made, erected and set up on the Lands and Grounds so to be inclosed, or any part thereof, and to order, award and adjudge by whom and in what manner the same shall respectively be from time to time repaired, maintained and kept in Repair, and also to divide and alter the Course of any of the Springs, Streams, or Currents of Water within any Part of the common Fields or common Grounds, so appointed to be inclosed for the conveying of Water to or for the Benefit of the several Allotments to be made in pursuance of this Act; and that it shall not be lawful for any Person to have or use any Highway or Road in, over, and upon the said Lands and Grounds so to be inclosed, or any Part thereof, other than such as shall be so set out and appointed as aforesaid; and also



also that all publick Highways and Roads, so to be set out and appointed, shall be repaired and maintained, and kept in Repair by such Ways and Means, and in such manner, as any other publick Highway or Road, lying and being within the Parish of *Slingsby* aforesaid, is or ought to be repaired and maintained.

And it is hereby further enacted, That the said Commissioners, and their Successors, shall and may, and they are hereby authorized and required to give, or cause to be given, Notice in the Parish Church of *Slingsby* aforesaid, upon some *Sunday* Morning immediately after Divine Service, of the Time and Place of the first Meeting of the said Commissioners, for the Execution of the Powers hereby vested in them, at least ten Days before such Meeting; and they shall also give Notice of every subsequent Meeting for putting in Execution the Powers vested in them by this Act, at the Parish Church aforesaid, on the *Sunday* next preceding the same respectively (Meetings by Adjournment only excepted.)

Saving always to the KING's most Excellent MAJESTY, his Heirs and Successors, and to all and every Person and Persons, Bodies Politick and Corporate, his, her and their Heirs, Successors, Executors and Administrators (Other than the Parties to the said Articles, and all and every other Person and Persons seized of, or intitled to, or claiming or to claim any Lands, Grounds, Common of Pasture, or other common Right, in or upon the Common and common Fields, so agreed and directed to be inclosed and divided as aforesaid, his, her and their Heirs, Successors, Executors and Administrators respectively) all such Estate, Right, Title and Interest, as they, every, or any of them had and enjoyed, of, into, or out of the said Common and common Fields respectively, before the passing this Act, or could or ought to have had and enjoyed in case this Act had not been made.



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Dividing and Inclosing several open  
Fields and Pastures, or Commons,  
in the Township of Slingby, in  
the County of York.

[1755.]

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